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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

9 ENERGY STATE LIMITED, a Hong Kong
10 corporation

11 Plaintiff,

12 v.

13 M/V CRIMSON MONARCH (IMO No. 9675597), its
engines, tackle and apparel, etc.

14 Defendant *IN REM*.

IN ADMIRALTY

No.

**DECLARATION OF BUCK FOWLER
JR.**

15 I, Buck Fowler, Jr., pursuant to 28 U.S.C. § 1746, declare as follows:

16 1. I am the Managing Member of Marine Lenders Services, LLC, with offices at
17 5350 30th Avenue NW, Seattle, Washington. I have experience as vessel owner, operator,
18 and broker, and I have served as the U.S. Marshal's substitute custodian for vessels under
19 arrest in this District.

20 2. I have read Local Admiralty Rule 135 pertaining to the custody of property
21 and am familiar with its provisions.
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1 3. I am not a party to this action and have no interest in the outcome of this
2 action in which the vessel M/V CRIMSON MONARCH, IMO No. 9675597 ("Defendant
3 Vessel"), is or will be under arrest.

4 4. I am also familiar with the Defendant Vessel, at least to the extent of her size,
5 type, construction material, and apparent condition, and I have access to adequate facilities
6 and supervision for and can safely keep the same in place of the United States Marshal
7 during the pendency of suit herein and until further Order of this Court, and in this regard, I
8 will provide legal liability insurance and perform the normal and customary custodial
9 services for Defendant Vessel, including attending mooring lines, bilge pumping as
10 necessary, and providing locks and security, and guarding during their custodianship at a
11 charge of \$1,500.00 for the first 10 days, and \$500.00 per day after the first 10 days for the
12 Defendant Vessel. An additional monthly fee of \$458.00 (one month minimum) will be
13 charged for substitute custodian legal liability insurance. There will be an arrest fee not to
14 exceed \$3,250.00 plus expenses. If not paid directly by the Defendant Vessel, I will charge
15 moorage at the rate currently charged at its present location. The total charge for said
16 services will be less than those charged by the United States Marshal for providing such
17 services through professional keepers. I will provide these services and keep the Defendant
18 Vessel secured at her current location, unless I determine that the Defendant Vessel should
19 be moved in order to safeguard and protect the Defendant Vessel, or minimize expenses
20 and/or maximize the sale price of the Defendant Vessel. In the event the Defendant Vessel
21 needs to be moved, I will notify the U.S. Marshal's office prior to movement and when it has
22 been secured.
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